

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2958150

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ELEMENT SIX (PRODUCTION) (PTY) LTD	03/23/2012
RECEIVING PARTY DATA	
Name:	ELEMENT SIX ABRASIVES S.A.
Street Address:	9 RUE SAINTE ZITHE
City:	LUXEMBOURG
State/Country:	LUXEMBOURG
Postal Code:	L-2763
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14372761
CORRESPONDENCE DATA	
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
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ATTORNEY DOCKET NUMBER:	58116-913503
NAME OF SUBMITTER:	L
SIGNATURE:	/Lucy Kimsey/
DATE SIGNED:	07/29/2014
Total Attachments: 2	
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ASSIGNMENT

PARTIES:

- (1) Element Six (Production (Pty) Ltd of 1 Debid Road, Nuffield, Springs, South Africa and registered in South Africa under number 60/04396/07 (the "ASSIGNOR")
- (2) Element Six Abrasives S.A. of 9 Rue Sainte Zithe L-2763, Luxembourg, and registered in Luxembourg under number B93186 (the "ASSIGNEE")

1. DEFINITIONS:

- 1.1 "APPLICATION" shall mean, jointly and severally, the patent applications set out as follows:

Country	Application No. and Application Date	Inventors	Title	References
GB	1201120.1 filed on 24 January 2012	Cornelis Roelof JONKER;	Pick Tool and Assembly Comprising Same	PF1138-GB-0
US	61/590,033 filed on 24 January 2012	Robert FRIES; Frank Friedrich LACHMANN and Bernd Heinrich RIES		PF1138-US-0

- 1.2 "INVENTION" shall mean the invention to which the APPLICATION relates.

2. WHEREAS

- 2.1 By virtue of a Sub-Contractor Agreement relating to Research & Development Services dated 28 June 2011 between the ASSIGNOR, the ASSIGNEE and a third party, the invention that is the subject of the APPLICATION (the "INVENTION") has, as between the ASSIGNOR and the ASSIGNEE, at all relevant times been the property of the ASSIGNEE and the ASSIGNEE has accordingly at all relevant times been entitled to all the ASSIGNOR's rights in the INVENTION and the APPLICATION and all other intellectual property rights relating thereto, and the ASSIGNOR acknowledges that the ASSIGNEE was fully entitled to file the APPLICATION in the ASSIGNEE's name.

- 2.2 The parties have agreed to execute this Assignment for the purpose of ensuring that all legal rights in the INVENTION and the APPLICATION and all other intellectual property rights relating thereto are vested in the ASSIGNEE and to confirm the ASSIGNEE's title to the same.

3. IT IS AGREED THAT:

In consideration of the sum of US\$1 (one US dollar) paid by the ASSIGNEE to the ASSIGNOR, receipt of which is hereby acknowledged:

- 3.1 The ASSIGNOR as necessary hereby confirms the assignment of and assigns to the ASSIGNEE, effective as of the date of invention (the "EFFECTIVE DATE"), and the ASSIGNEE as necessary hereby confirms its acceptance of and accepts, from the EFFECTIVE DATE, the right title and interest in the INVENTION and the APPLICATION, including without limitation:

- (a) the right to apply for and obtain patents in respect of the INVENTION in any country in the world;
- (b) all right title and interest in the APPLICATION and all patent applications, patents and supplementary protection certificates which may now or at any time in the future derive or result or claim priority from the same or otherwise relate to the INVENTION, including any divisionals, continuations, reissues, re-examination certificates, extensions, renewals and registrations in relation to any thereof and all and any other rights in the inventions comprised in any of the same (hereinafter collectively and severally "the PATENT RIGHTS");
- (c) the benefit of all priority dates;
- (d) the right to seek and to obtain registrations in any country in the world in respect of any patent deriving from the APPLICATION or otherwise included in the PATENT RIGHTS;
- (e) the right to sue for and obtain injunctive relief, damages and all other relief in respect of any infringement or misuse (whether past present or future) of any of the PATENT RIGHTS or of the rights conferred by the publication of any of the same.

3.2 This Assignment shall be governed by English law, and the parties submit to the exclusive jurisdiction of the English courts in respect of any dispute relating to this Assignment.

Signed on behalf of the ASSIGNOR

Element Six (Production (Pty) Ltd of 1 Debid Road, Nuffield, Springs, South Africa

Signature: [Handwritten Signature]
Name: Mr R. Pretorius
Position: EXEC
Date: 23/03/2012

Signed on behalf of the ASSIGNEE

Element Six Abrasives S.A. of 9 Rue Sainte Zithe L-2763, Luxembourg

Signature: [Handwritten Signature]
Name: S.J. Fletcher UATB
Position: Authorised Signatory
Date: 22 March 2012